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6/30/2000

AGREEMENT

BETWEEN

NILES COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE

NILES EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

1997-2000

Niles Community Schools

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ARTICLE 1

Agreement

This Agreement entered into this 23rd day of September, 1997, by and between the Niles Educational Support Personnel Association - MEA/NEA, hereinafter called the "Union," and the Niles Community Schools Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

Purpose

This Agreement is negotiated to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined.

The Employer and Union agree that neither will discriminate against any employee because of his/her exercising their rights guaranteed by state or federal law, and both the Employer and Union agree to be bound by state and federal law as that law applies to wages, hours, and working conditions.

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

The Board hereby recognizes the Union, Niles Educational Support Personnel Association- MEA/NEA, as the exclusive bargaining representative for the bus drivers and van/wagon drivers employed by the Board, excluding the Director of Transportation, Director of Maintenance and Operations, Substitutes hired after June 1, 1994, Outreach Workers, and Bus Dispatcher. The following Articles and Appendices apply specifically to bus drivers and van/wagon drivers.

3.2 Employees

- a. Regular - A regular driver is a driver who has twenty-five (25) regularly assigned runs per week. Regular drivers get full driver benefits (insurance, sick days, vacation/holiday pay, retirement/longevity pay, funeral leave, maternity leave, personal leave, medical leave).
- b. Part time - Part-time drivers who have assigned runs but do not meet the qualifications for regular drivers. Part-time drivers get partial benefits listed in Appendix B, prorated sick days, and prorated holiday/vacation pay.
- c. Substitutes hired before June 1, 1994 - Substitute drivers receive no benefits. This includes temporary and temporary bid assignments unless (a) the successful bidder is a driver who is already entitled to insurance and is awarded a temporary assignment with at least as many runs per week as his/her regular assignment, or (b) it is known that the temporary assignment will last one full year or longer.

ARTICLE 4

Extent of Agreement

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provisions of this Agreement be found contrary to law, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual unit member for bargaining unit work heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.

4.3 Past Practice

This Agreement shall supersede any past practice of the Board which may be contrary or inconsistent with its terms. The provisions of this Agreement shall constitute the entire agreement between the parties hereto and shall supersede and cancel all understandings, or past practices of the Board.

ARTICLE 6

Union Rights

6.1 Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property at times which do not interfere with or interrupt normal operations of the Employer. Union business shall not be conducted by any employee while on duty.

6.2 Communication

The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof. All material shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee.

6.3 Competing Organizations

The rights granted in this article to the Union shall not be granted or extended to any competing labor organization.

ARTICLE 7

Employer Rights

The Employer, on its own behalf and on the behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct, and control the operations of the School District; to hire, evaluate, promote, transfer, lay off, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase or decrease its size; to assign work and working hours; to create new jobs; to assign employees to job classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means, and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations within the School District; and to otherwise carry out the ordinary and customary functions of management except as specifically and expressly restricted by the terms of this Agreement and applicable state or federal statutes.

The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary and/or desirable for the safe, effective, proper, and efficient operation of the School District.

It is understood and agreed that, in exercising its right and meeting its responsibilities, the Employer acts through its administrative and supervisory personnel in the administration of this Agreement.

ARTICLE 8

Bargaining Unit Member Rights and Protections

8.1 Discipline and Discharge

No employee shall be disciplined (including reprimands, suspensions, reductions in salary, or discharges) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing at the time such disciplinary action is taken.

8.2 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member within ten (10) work days from the time it comes to the attention of the employer may not be used in any disciplinary action against the bargaining unit member.

8.3 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate supervisor. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the Administration and/or Board.

8.4 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which is likely to lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

8.5 Personnel Files

A bargaining unit member will have the right to review the contents of his/her personnel file and to have a representative of the Union accompany him/her in such

review. A non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

Complaints against the bargaining unit member which are placed in his/her personnel file shall be in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall be notified. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, he/she may request that the material be corrected and/or expunged from the file, whichever is appropriate. The employer shall promptly consider such request and inform the employee of its decision.

8.6 Adverse Material

At the request of the bargaining unit member, the disciplinary action or adverse material will be reviewed every twelve months from the anniversary date of the disciplinary action or placement of the adverse material in the file by the Personnel Administrator. The Personnel Administrator will decide if it is to remain or be removed from the bargaining unit member's file.

8.7 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will assist the bargaining unit member with respect to such assault in connection with handling of the incident by law enforcement and judicial authorities.

8.8 Employer Notification

The Union shall promptly notify the Employer in writing of the names of those persons who have been duly authorized to act on its behalf and the authority of each person so authorized. Each notice shall remain in effect until superseded by a new written notice duly signed and dated.

ARTICLE 9

Grievance Procedure

9.1 Definition

Should differences arise between the employer and the Union, or its members employed by the Employer, as to the expressed terms of this Agreement, an earnest effort shall be made to settle the same by the following procedure:

9.2 Hearing Levels

- a. Informal Level - When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. A bargaining unit member may bring Union representation to this meeting. The request for the meeting shall be made within five working days after the occurrence complained of. The meeting shall take place not later than five working days from the date of the request. If the bargaining unit member(s) is/are not satisfied with the result(s) of the meeting, he/she may formalize the complaint within five working days after the informal meeting.
- b. Formal Level 1: If a complaint is not resolved in the informal conference, the affected bargaining unit member(s) may file a written grievance with the immediate supervisor within ten (10) working days of the informal meeting. The immediate supervisor shall, within (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made, within ten (10) working days of receipt of the disposition the grievance shall be transmitted to the Superintendent or his/her Designee. Within ten (10) working days after the grievance has been so submitted, the Superintendent or Designee shall meet with the Union and the Grievant(s) on the grievance. The Superintendent or Designee shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).
- d. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within twenty (20) work days, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. If the Union chooses to submit

the grievance to arbitration, it must do so within ten (10) days of the twenty-day period described above and notify the employer within three (3) work days of initiating the process. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

- (1) Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
- (2) The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.
- (3) The costs of arbitration, including the filing fee, shall be borne by the party least supported by the arbitrator's decision as determined by the arbitrator. The arbitrator shall not have the authority to split the costs but must determine the paying party. The losing party will pay the full costs of the arbitrator and his/her decision. Each side will pay its own costs for legal fees and witnesses.

9.3 Miscellaneous Conditions

- a. The term "days" when used in this Article shall mean business office work days. Time limits may be extended by mutual written agreement of the parties.
- b. The remedy for grievances pertaining to field trips, assignments, temporary vacancies, attachments, and bids shall be limited to non-monetary correction, as identified by the Union. The correction shall take place within three work days of the solution being made known to the Employer.

9.4 Exclusions

The grievance procedure shall not apply to:

- a. A grievance by an employee who desires to assert his/her right to present such grievance to the Employer and have it adjusted without interference of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. A copy of any adjusted grievance under this paragraph, at the Superintendent level or above, will be forwarded to the Union President.
- b. The discharge, discipline, or suspension of a probationary employee or evaluation of any employee.
- c. Any provision of this Agreement which contains an expressed exclusion from this procedure.

9.5 Time Limits

It is mutually agreed that all parties involved in differences shall strictly adhere to the time limits contained herein except by mutual agreement.

ARTICLE 10

School Closure/Dismissal

10.1 School Closing

When school is not in session due to weather or other emergency, bargaining unit members shall be excused from reporting to duty. A driver reporting to work within thirty (30) minutes of the announcement, verified by time card, shall receive an additional thirty (30) minutes at regular rate of pay in addition to the average regular assigned time for that day, providing the reporting time is the normal reporting time for that driver. Employees will receive pay when school is not in session. Employees shall be required to work any rescheduled school days and will not be paid for rescheduled days worked.

10.2 School Cancellation after Opening

If school is cancelled after students have reported, employees shall be dismissed after completion of their runs and shall receive their regular hourly rate for that day.

10.3 Early Dismissal of School

When a driver is required to report in for a scheduled early dismissal of a portion of the district, he/she shall receive his/her regularly assigned rate for that day.

ARTICLE 11

Subcontracting

It is mutually agreed that no work shall be subcontracted other than that which the school system does not have the manpower, equipment, or facilities to perform, or which, in its judgment, it cannot economically and/or practically perform with the existing work force.

ARTICLE 12

Negotiations Procedure

12.1 Negotiations

Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

12.2 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is understood that any agreements so negotiated are subject to the approval of the bargaining unit members.

12.3 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the employer and one (1) by the Union.

Copies of this agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer.

ARTICLE 13

Work Year, Work Week, Work Day

13.1 Work Year

The work year for all bargaining unit members shall coincide with the student attendance year of those students who are being transported unless a change in schedule or cancellation is given to the affected drivers at least ten (10) working days in advance, and shall be consistent with break periods, holidays, and vacations.

13.2 Work Day and Work Week

The work day and work week for all bargaining unit members shall consist of runs scheduled according to the student calendar and Article 15 of this Agreement.

13.3 Overtime

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over eight (8) hours in a day or forty (40) work hours in a week. Weekend trips, except as impacted by the "call-in" provisions of this Agreement, will be paid as follows:

Saturday: Extra trip rate of pay or 1-1/2 times extra trip rate after eight (8) hours for the day or thirty-five (35) hour per week.

Sunday: Double time the extra trip rate.

ARTICLE 14

General Working Conditions

14.1 Accidents or Injuries

An employee must immediately report to his/her supervisor all accidents or injuries sustained by students or themselves. This report must be in writing.

14.2 Student Discipline

The Employer shall develop and implement policies for the maintenance of control and discipline of students on buses. So far as the law permits, bargaining unit members may use such physical force as is necessary to restrain students or to protect themselves or another person from attack, physical abuse, or injury; to maintain control; or to prevent damage to district property.

14.3 Equipment

The Employer shall provide without cost to the bargaining unit member the following: First aid kits and materials in all work areas (including the drivers' lounge); flashlights, cushions, and rubber or plastic gloves upon request; and appropriate training in the handling of blood, blood products, and other bodily products.

14.4 Designation of Smoking Area

To the extent allowable by state statute, smoking will be permitted by bargaining unit members at the times and locations provided for in the Act (SB 459, 1993).

ARTICLE 15

Conditions of Employment

15.1 Transportation

- a. At least three (3) days before the bidding of routes in August, drivers will be given written notification of the runs included in each route assignment and the established run time for each run. At the selection meeting, all known runs shall be posted, including the length and estimated time. Drivers shall select runs on the basis of seniority.
- b. Attendance at the meeting for bidding on routes shall be mandatory unless there is an emergency and the absence is approved by the Transportation Director. Such drivers unable to attend the meeting shall have a member of the negotiating committee or steward place a bid for him/her.
- c. Special Program Drivers will have first choice within their classification. Special Program Drivers who regularly work four (4) days per week and who sign up shall be offered substitute driving assignments on Fridays on a rotation basis before substitutes are used.

During the beginning and end of each school year, at which time certain Special Program Drivers have no assignments, the Board may first utilize a sub driver for any vacancy in the regular assignment or the Board may request a Special Program Driver serve as a substitute. If the Special Program Driver accepts and conducts the sub assignment he/she will be paid at his/her regular rate.

- d. The Director of Transportation shall have the authority to assign routes and to assign drivers to other duties within their classification. The Director of Transportation shall have the authority to assign vehicles. Seniority shall be considered in the assignment.
- e. The district shall pay for all successful required licensure and testing required by the Employer, the State, and the Federal Government. It is understood that this section does not include drug testing.

15.2 Field Trips

- a. All field trips will be paid at the field trip rate but will be listed as follows:
 - (1) Day trips (a.m. trips)
 - (2) After-school trips (p.m. trips)
 - (3) Weekend trips

- b. All trips will be scheduled five school days and posted four school days in advance whenever possible. If a trip is cancelled or postponed before leaving the school of origin, the driver scheduled for the trip shall be scheduled for the next unassigned trip on the board. If such postponement/cancellation occurs after the driver has left the school, clock time will be paid only and the trip reassigned.
- c. When a field trip is posted with less than one (1) working day notice, driver(s) unable to accept said trip(s) shall not be required to forfeit a turn on the board. The driver able to take said trip shall have that trip as his/her turn and turn his/her name tag over. The next trip(s) posted shall begin with first driver that was up for the short notice trip.
- d. In the event a driver becomes eligible on both a.m. and p.m. boards for the same date and the trip schedules conflict, said driver may select a trip from one of the conflicting boards. The second choice trip shall be selected from the other board for the next date following the conflicting date.
- e. A separate rotation system will be maintained for each of the above. Drivers who are interested shall sign up at the beginning of the school year by the bidding date. A driver who does not sign up, but later wishes to be considered shall be, upon written notice to the Transportation Supervisor, placed at the bottom of the rotation list. Drivers must sign up, by classification, for each trip for which they will be available to drive. Rotation charts will be posted in the office area. Field trips will be rotated chronologically according to seniority. If all General District Drivers refuse field trip (s), Special Program Drivers have the option to take such trips on a rotational basis according to seniority. The same applies for General District Drivers' ability to take trips refused by Special Program Drivers. The rotation charts shall continue over the summer of each school year.
- f. Whenever a field trip of three hours or more runs through a mealtime and/or the group stops to eat, a maximum of \$5.00 will be allowed for the meal or \$3.00 for a "sack lunch." The receipt for this meal (or notation for sack lunch) must be turned in the first scheduled work day in order to get reimbursed. Lunch is 12:00 noon to 1:30 p.m., dinner is 6:00 p.m. to 7:00 p.m.
- g. The district shall reimburse drivers up to a maximum of \$50.00 for the cost of a motel room if a trip involves an overnight stay. A receipt is required.
- h. As each driver becomes eligible, trip sheets will be removed from the board and name tags will be turned over no later than the beginning of the next route time (including regular and extra bid routes). High seniority can be used only for the first day of posted trips.

- i. Any field trip for which the event or game begins after regular school closing time for the students involved shall be considered an after-school trip, regardless of trip departure time.
- j. Any field trip for which the event or game begins before regular school closing time for the students involved shall be considered a day trip, regardless of trip departure time.
- k. As a result of a complaint and/or evaluation as described in Article 8, the Supervisor may withdraw a driver from the rotation of one or more field trip classifications.
- l. Men's Varsity Football, Basketball, and Wrestling trips shall be placed up for bid for each sport. The driver with the most seniority meeting the qualifications of the Athletic Board shall be designated driver of that sport's season.
- m. Qualifications: Able and willing to keep score and stats. No driver shall be eligible for more than one such assignment until all other drivers have had the opportunity for such assignment (one of the above sports per year).
- n. The designated driver shall not be permitted to have his or her name on the field trip board for the duration of that sport's season.
- o. If the designated driver for that sport is unable to drive, then the trip will be placed on the field trip board in harmony with other field trips.
- p. All time spent in layover is to be considered "on duty" time, and drivers are to remain on site unless a short meal break at a facility near the site is approved by the trip sponsor.
- q. After sixty (60) days of scheduled work, regular and part-time General District Drivers and Special Program Drivers are eligible for field trips on their respective boards.

ARTICLE 16

Seniority

16.1 Seniority Defined

- a. Seniority shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date. "Hiring date" shall mean the date upon which an employee first reported for work as a regular or part-time employee.
- b. All new employees shall be probationary employees until they have worked thirty (30) work days. There shall be no seniority for probationary employees; such employees may be laid off, suspended, or discharged at the sole discretion of the Employer without regard to length of service and without recourse to the terms of this Agreement.
- c. Upon satisfactorily completing his/her probationary period, the employee's name shall appear on the seniority list as of his/her 31st day of employment.

16.2 Classifications

There will be two classifications of drivers: Special Program Drivers and General Districts drivers. Special Program Drivers include drivers on Early Learner routes, Head Start routes, and Special Education routes.

16.3 Seniority List

- a. It is agreed that the seniority list appearing in Appendix D shall become effective July 1, 1994.
- b. Revised seniority lists shall be forwarded to the bargaining unit President, upon request, when there has been a change in the seniority list.
- c. In case of transfer from one classification of work to another, employees involved in the transfer shall not lose their seniority standing.
- d. In computing service to determine the employee's position on the seniority schedule at the expiration of a leave of absence, time spent on such leave shall be counted toward seniority.

16.4 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, failure to return from leave, or transfer to a non-bargaining unit position.

ARTICLE 17

Vacancies, Transfers, and Promotions

17.1 Vacancy Defined

- a. A vacancy shall be defined as a newly created regular position or present regular position that is not filled. When a regular route/run opening occurs during the school year, it will be eliminated, assigned to an existing route or routes by the Director of Transportation or put up for bid. If assigned to an existing route, the assignment shall be made with consideration to distance, travel time between locations, route schedules, and overtime. After consideration of the above factors, seniority shall be the determining factor.

The filling of a vacancy that occurs during the school year shall be completed in the same fashion as outlined for a long-term leave as outlined in Section 17.1 (c) below except that one additional driver may bid so that there will be drivers "A", "B" and "C". It is understood that such vacant route will be placed up for bid at the next bidding meeting.

All attached runs and shuttles shall be assigned with consideration to distance, travel time between locations, route schedules and overtime. After consideration of the above factors, seniority shall be the determining factor.

- b. The Director of Transportation shall have the right to assign routes that are the result of a temporary vacancy of less than twenty (20) days. The Director of Transportation shall also have the authority to assign drivers to other duties and to assign vehicles.
- c. When a driver "A" obtains an approved leave of absence that will be for twenty (20) days or more, but no longer than until the end of the school year, his/her route shall be placed up for temporary bid. Any driver "B" who is the successful bidder of the route shall be assigned such route for the duration of the leave. Upon return of the driver who was on leave "A", he/she "A" shall return to his/her route. The person awarded the temporary bid position "B" shall be entitled to return to his/her former route.

17.2 Vacancy Posting

A vacancy that requires posting shall be posted in a conspicuous place in the Driver's Lounge for a period of three (3) workdays. Said posting shall define the time and the route/run that is available.

17.3 Award of Vacancy

- a. A driver may make one regular and one extra bid route change per semester of a school year.
- b. All routes shall be posted for bid within two (2) working days of the opening, and shall remain posted a minimum of three (3) working days. Bids shall be awarded in compliance with Section A. The successful bidder, by classification, shall be awarded the route at the beginning of the next working day.

ARTICLE 18

Reduction in Personnel, Layoff, and Recall

18.1 Layoff Defined

Layoff shall be defined as a reduction in the work force due to the combination and/or elimination of one or more routes.

18.2 Layoff Procedures

- a. In the eventuality that route(s) are combined or eliminated, all route(s) from that position on the seniority list down shall be opened up for bid. Should this occur during the school year, the bidding shall be done at a meeting scheduled by the Director of Transportation of those driver(s) affected. Bids shall be awarded in compliance with Article 15.1.
- b. When due to combinations/eliminations of route(s) driver(s) are laid off, the layoff shall, by classification, begin with any probationary employees and then the least senior employee.
- c. Recall of driver(s) laid off shall be by registered mail notice and shall begin with the highest seniority, by classification.
- d. If openings occur, the Board has the responsibility to recall laid-off employees in order of seniority for up to twelve (12) months after layoff.

ARTICLE 19

Court Appearances/Jury Duty

- a. An employee shall be free to leave work with pay whenever circumstances beyond his/her control require him/her to appear in a court of law for matters pertaining to his/her employment. Prior permission should be obtained from the Director of Transportation.
- b. Employees called for jury duty shall be excused from work. Jury duty shall not count against sick leave. Employees will turn in to the district their jury duty pay and will keep their mileage allowance. They will turn in to the Director of Transportation the slip given to them by the court which signifies the day(s) they appeared for jury duty and the amount paid them.
- c. If employees go for jury duty and are late in reporting to work, their rate of pay for the time missed on their jobs will be prorated.

ARTICLE 20

Sick Leave

20.1 Sick Leave

- a. Sick leave shall be allowed to regular employees for the personal illness of the employee at the earned rate of one day per month worked, with unlimited accumulation, and will be paid at the regularly assigned rate for that day. Part-time employees will earn prorated sick leave days in accordance with the amount of time they work: Employees who work five three-hour days per week will earn one three-hour day of sick leave for each full month worked; employees who work four three-hour days per week will earn .8 of a three-hour workday, or 2.4 hours of sick leave for each full month worked.
- b. A driver shall call in between 6:00 and 6:15 a.m., or as soon as possible before his/her route begins, in the event of illness, so that a substitute driver can be obtained. Failure to call in shall result in the individual's loss of his/her sick leave pay. Sick leave pay shall be paid for emergency situations as determined by the employer.

An answering machine will be available to receive calls prior to 6:00 a.m. to each driver who has a sick leave emergency.

- c. As an incentive to discourage misuse of sick leave and to encourage perfect attendance, one day's pay at the regularly assigned rate, prorated as described above, will be awarded for every semester of perfect attendance attained by a driver in the twelve-month period July 1 through June 30. The amount earned will be included in the last pay in June.

20.2 Employment Related Injury

- a. Worker's Compensation: Sick leave will be prorated and applied in addition to worker's compensation when an employee is receiving worker's compensation. The combined payment of worker's compensation and sick-leave pay will be made by reduction of the regular paycheck so that the employee will retain the worker's compensation check. The combined payment of worker's compensation and sick leave pay will not exceed the regular earnings of the employee.
- b. Worker's compensation injuries must be reported to the Transportation Office immediately. An injured employee must have a doctor's release before returning to work. The Employer reserves the right to determine whether or not a person released for limited duty can return to work.

- c. Employees who run out of sick days and have not returned to work will be eligible for a disability leave of absence as provided for in Article 22.2. If on an approved leave of absence, insurance benefits will continue for one additional month.
- d. If the employee is able to return to work on or before the expiration date of the disability leave, he/she shall be reinstated to his/her current position. If disability leave has been exhausted, the employee shall have the right to bid on the first available regular vacancy.

20.3 Sick Day Usage

Sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- a. Personal illness or disability - The bargaining unit member will use all or any portion of his/her leave to recover from his/her own illness or disability. A doctor's statement verifying illness or disability or stating ability to return to full duty may be required.
- b. A maximum of ten (10) accumulated sick days may be used each school year for serious illness of members of the employee's immediate household. "Immediate household" shall be defined as family members who make their permanent residence in the employee's home and are dependents of the employee as defined by the Internal Revenue Service. In extenuating circumstance, exceptions to this definition may be approved by the Director of Transportation.

ARTICLE 21

Other Paid Leaves

21.1 Personal Leave

In exceptional cases, with full explanation, an employee may use two (2) days of sick leave per year for business, providing written request is filed and approved in advance by the Director of Transportation. These days may not be used for pleasure or profit and will not be used the day before or after a holiday or a vacation period.

21.2 Bereavement Leave

Absences of not more than five (5) days will be allowed for activities directly related to a death in the immediate family. The employee will be compensated by payment of his/her regular wages at the regularly assigned rate for the day. Immediate family shall be interpreted as spouse, parent, child, brother, sister, stepparents, and stepchildren. Absences of not more than three (3) days will be allowed for activities directly related to a death of relatives not specified above, but including only mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild, uncle, aunt, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The employee will be compensated by payment of his/her regular wages at the regularly assigned rate for the day. In all cases of bereavement leave, a newspaper clipping or memorial service program must be submitted to the Director of Transportation upon return to work for payment to be received.

ARTICLE 22

Unpaid Leaves

22.1 Personal Leave of Absence

- a. A regular employee who has five (5) calendar years of employment may request, in writing, an unpaid leave of absence of up to ninety (90) work days for personal business reasons with the approval of the Employer.
- b. No sick days shall be accumulated during the leave. Insurance will be terminated at the end of the calendar month the leave begins.
- c. Persons on leave of absence will have their seniority continued during the leave of absence.

22.2 Disability Leave of Absence

- a. Any employee who is eligible for sick days may request, in writing, a leave of absence for up to one year, without pay, for extended illness or disability with approval of the Employer. (The employee may request a second year at the end of the first leave.) Medical leave requests must be received within seven days after all sick days have been used. An application for such leave must be completed and include effective date of leave and expected date to return to work. Medical evidence must be submitted to support the leave request. A doctor's release to return to regular assignment must be submitted prior to returning to work. The employee's seniority shall continue for the duration of the leave of absence.
- b. The Employer will not approve a leave unless all accumulated sick days have been used, except that sick-day usage may not be required if the absence is covered by the maternity/childrearing leave provisions of Article 22.3.
- c. The Employer agrees to continue to purchase the insurance benefits currently provided by this Agreement for an additional thirty (30) days after the end of the month in which sick days terminate for an employee who is on an approved leave of absence due to illness or disability.

22.3 Maternity or Childrearing

- a. An unpaid leave of absence for maternity or childrearing purposes may be granted to any regular employee.
- b. The length of such absence shall not exceed one year, renewable at the discretion of the Employer.

- c. Written application for such leave shall be filed as soon as possible with the Employer, and shall specify the beginning and ending dates of the requested leave.
- d. Failure to return from maternity or childrearing leave on the date specified shall be conclusively deemed a resignation.
- e. Maternity or childrearing leave will be granted without pay and without sick day accumulation. Upon return from maternity leave, the employee shall be restored in accordance with Article 22.2, and will be entitled to benefits accrued prior to said leave.
- f. The temporary disability of childbirth is covered by Article 20.

ARTICLE 23

Vacations/Holidays

23.1 Pay in Lieu of Vacation

a. Drivers will receive the following vacation/holiday pay:

	Bus (5 days/week)	Van (4 days/week)
0 - 1 year	0 days	0 days
1+ - 5 years	10 days	8 days
5+ - 10 years	15 days	12 days
10+ - 15 years	20 days	16 days
15+ - years	22 days	18 days

The first ten days will be paid at winter break; the next five at spring break; and the last four will be paid at Labor Day (1 day), Thanksgiving (2 days), and Memorial Day (1 day). The next two days are paid for one teacher inservice day each semester. The last day will be paid on the last check.

b. Holiday/vacation pay will be computed as follows for all drivers: the established run time plus add-on time per day from the pay period preceding the holiday/vacation.

c,. For purposes of this Article, the first day of employment as a regular or part-time driver shall determine the years on the schedule. Any benefits earned by moving up on the schedule during the school year shall be paid from the employment anniversary date forward only, and will not be retroactive.

ARTICLE 24

Rate of Pay

24.1 Paydays

All drivers will be paid over twenty (20) pay periods in a forty-week school year. All drivers will be paid two weeks late since the time must be turned in early for payroll preparation.

24.2 Wage Schedule Advancement

The first day of employment as a regular or part-time driver shall determine the years on the schedule.

24.3 Computation of Pay

- a. All regular pay will be computed according to established run time (ERT) and add-on pay. ERT will be determined by the employer using one of the following methods:
 - (1) Director/designee independently completes run.
 - (2) Director/designee rides with driver.
 - (3) Computer routing time.
 - (4) Average run time, as established by practice.
- b. Daily add-on time will be counted as one hour and fifteen minutes for four runs for the purposes of pretrip, paperwork, communications, fueling, sweeping, pick up, delays, discipline, etc. An additional fifteen minutes will be added for drivers who drive a kindergarten run.
- c. Twenty minutes of add-on time will be deducted for each individual run that is missed due to absence, field trips, early dismissal, etc.
- d. Substitutes will receive twenty (20) minutes of add-on pay for each run (fifteen minutes for kindergarten) up to a maximum of one hour and fifteen minutes per day (one hour and thirty minutes with kindergarten).
- e. All shuttles will be attached to runs and be included in the ERT.
- f. Drivers can request that their ERT be reevaluated once a year or when route has been changed by twenty (20) minutes and/or fifteen (15) students, or when a shuttle has been added.

- g. The employer can reevaluate ERT at any time. All ERT decisions of the employer are final and not subject to the grievance procedure.
- h. No driver will receive pay for attending to Union business, unless directed by the Employer or advised by the Employer that discipline may be involved.

24.4 Rescheduled Days

Drivers will receive regular pay for days allowed by the Michigan Department of Public Instruction. Should a field trip fall on a nonpaid snow day, and the field trip still runs, the driver working that day will receive pay as if he/she drove a regular day.

Example: If overtime pay is involved for that day and a field trip is seven hours, five of which would receive 1-1/2 on a regular day, the driver would receive 1-1/2 for five hours.

Should a rescheduled day fall during any vacation days, drivers will receive vacation day plus hours worked that day at regular rate of pay.

24.5 Wage Schedule

The rate of pay for the terms of this contract will be defined in Appendix A.

24.6 Eligibility for Holiday Pay

Drivers are expected to be at work on the day before and/or the day after a holiday period such as: Thanksgiving, Christmas, New Year's, Good Friday, spring break, summer vacation, and Memorial Day. If a driver is absent either the day before or the day after for a personal reason other than health, personal illness, death in the family, or other serious emergency, he/she will be deducted one day's pay, or two days' pay if it is both the day before and the day after the holiday period.

24.7 School Day Attendance

Drivers are expected to be on the job every day school is in session.

24.8 Pay for Reporting In

Whenever a driver is required to report in, other than for regular routes, the driver shall receive a minimum of one hour or clock time, whichever is greater, at regular rate of pay.

ARTICLE 25

Retirement/Longevity

25.1 In recognition of service to the school district, a terminal leave payment of 1/10 of 1% of the annual salary (1,000 hours times hourly rate) times the number of years of service in Niles Community Schools as a member of the bargaining unit will be paid upon retirement, provided the employee has been employed by Niles Community Schools for 10 consecutive years of service prior to retirement, or 20 consecutive years of service if the employee has resigned. (An employee who has been discharged due to disciplinary action is not eligible for this benefit.)

25.2 Accumulated Sick Day Payment

Upon retirement an employee will also be paid 12% of his/her daily wage rate multiplied by the number of his/her accumulated unused sick days.

25.3 Longevity Bonus Option

Individual employees may choose the following schedule of longevity bonus payments in lieu of retirement benefits listed under Sections 25.1 and 25.2 of this Article:

June 1 of the 15 th year	\$200
June 1 of the 20 th year	\$400
June 1 of the 25 th year	\$600

Once the longevity bonus has been chosen, the employee forfeits any further option for retirement payments under Sections 25.1 and 25.2 above.

ARTICLE 26

Driver Performance Responsibilities

- 26.1 Safely and efficiently transport students assigned in accordance with the law, state and district regulations, and administrative direction.
- 26.2 Maintain order and discipline on the part of every passenger.
- 26.3 Complete the pre-trip and post-trip inspections of the vehicle as required.
- 26.4 Maintain a regular time schedule of each route except when that might endanger driver or students. From time to time driver's run time may be changed because of breakdown or being directed to temporarily alter their route. The Director will make an effort to keep these disruptions to a minimum.
- 26.5 Complete all required reports in a timely and accurate manner (i.e. up-to-date route sheets, count week reports, discipline reports, etc.).
- 26.6 Report needed vehicle repair or maintenance to the Director immediately.
- 26.7 Maintain the internal and external cleanliness of the vehicle assigned by the Director.
- 26.8 Use seat belts and signal lamps as directed by law.
- 26.9 Discharge students only at authorized stops.
- 26.10 Transport only authorized students.
- 26.11 Fuel assigned bus as directed.
- 26.12 Follow the routines, tasks, and responsibilities incorporated into the route schedule, including punch-in times.
- 26.13 Maintain an open line of communication with parents and other school personnel. This includes returning phone calls, making contacts with the home, and attending meetings with parents as directed.
- 26.14 Perform any other duties as directed by the Director.

ARTICLE 27

Miscellaneous

- 27.1 Applicants and drivers shall be free from any physical defects that could interfere with the safe operation of a school bus and free from any communicable infections or contagious disease, so long as such conditions(s) are not protected by law.
- 27.2 Drivers shall be clean and neat at all times, refrain from the use of tobacco while in a school vehicle, use no profane language in the presence of school children, and at no time while at work be under the influence of alcohol.
- 27.3 All drivers must be literate; that is, able to read, write, and follow directions.
- 27.4 A driver shall be free to leave work without pay in case of an emergency, providing he/she requests permission of the Director of Transportation prior to leaving and the absence is reasonable.
- 27.5 A physical examination is required periodically by the employer. Such exams shall conform to state rules and laws and shall be completed prior to reporting to work. The physical examination must be completed by a licensed physician, not a chiropractor. The Board may designate physicians to whom it will pay the full cost of the exam. Bargaining unit members may select a physician of their choice. If another physician is selected, the physician must provide the information requested. Upon receipt of evidence from the driver, cost of the physical will be paid by the Board, up to \$40.00 of the amount charged by a non-Board-selected physician, after submission of the charge to insurance.

ARTICLE 28

Personal Growth

28.1 Meetings

All drivers must attend inservice training meetings. All drivers are expected to attend scheduled meetings called by the Transportation Director, including pre-school meetings. Drivers will be paid their regular hourly rate of pay for attendance at such meetings. All meetings will be scheduled 24 hours in advance.

28.2 Education

- a. All bus drivers must comply with state law regarding bus driver education. The requirement for bus driver education will be according to regulations set by the state and/or Intermediate School District. The rate of pay for bus drivers completing these hours of education classes will be as listed in Appendix A.
- b. The cost of a meal at these education classes will be reimbursed by Niles Community Schools to the employee in the amount of \$5.00. Mileage will be paid at the current rate established by the Board if transportation is not provided.

28.3 New Drivers

New drivers will receive the Extra Trip rate of pay in Appendix A for on-the-job training for pre-employment. Such payment will be made after successful probationary service.

ARTICLE 29

Drug and Alcohol Testing

29.1 Omnibus Transportation Employee Testing Act

Effective January 1, 1995, the employer will engage in the testing of employees through the taking of blood, urine or breath samples to determine if they are under the influence of alcohol or drugs, as required by the Omnibus Transportation Employee Testing Act of 1991, hereinafter referred to as "the Act."

29.2 Compliance with the Act.

In carrying out the drug and alcohol testing required by the Act, the employer agrees that it will comply with all of its requirements, standards and procedures.

29.3 Consortium Participation

The employer may, for the purpose of implementing drug and alcohol testing, enter into a consortium which uses the services of an outside contractor and/or program administrator.

29.4 No Loss of Regular Pay

It is understood that drivers will not lose regular pay in submitting to and undergoing tests for drugs or alcohol.

29.5 Positive Test Results

Any driver who tests positive for alcohol, misuse or illegal use of a controlled substance, as determined by the Medical Review Officer (MRO), shall be subject to immediate discharge. Any initially positive test result will cause the immediate removal of the employee from her/his safety sensitive position without pay until the MRO's determination of positive or negative results. If the driver requests that a split test be done, it will be at the driver's expense if a positive reading is confirmed and the driver will be terminated. If the split test proves negative, the driver will be returned to her/his duties and will be reimbursed for the costs of the test.

29.6 Prescription or Over-the-Counter Medication

Covered employees using prescription or over-the-counter medication are responsible for being aware of any potential effect such medications may have on their ability to safely perform duties. If a covered employee uses a controlled substance pursuant to a doctor's prescription, the employee must immediately

inform the Transportation Director, or her/his designee, of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function. Niles Community Schools has the right to obtain an independent medical opinion to determine if the medication produces hazardous effects which impede the employee's ability to safely perform her/his duties. If such a determination is made by either of the medical opinions, at the employer's option, the employee may be temporarily restricted or reassigned; if that is not appropriate, the employee may use any paid leave available to her/him, or apply for unpaid leave of absence.

29.7 Union Representation

The parties recognize that drug and alcohol testing are required proceedings which may subject the employee to disciplinary action. The employer and the union mutually agree that in the event the MRO contacts a driver as a result of a positive drug test, the driver may contact a union steward to accompany her/him to any subsequent meetings or interviews with the MRO or employer.

ARTICLE 30

Duration of Agreement

This Agreement shall be effective July 1, 1997, and shall continue in effect until June 30, 2000. It may be reopened only by mutual consent. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



President, Board of Education



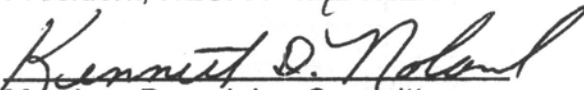
Secretary, Board of Education



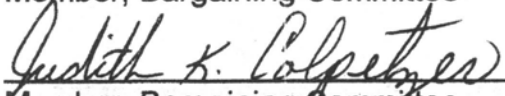
5-CEA Executive Director



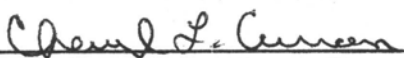
President, NESPA - MEA/NEA




Member, Bargaining Committee



Member, Bargaining Committee



Member, Bargaining Committee



Member, Bargaining Committee

Member, Bargaining Committee

Member, Bargaining Committee

Dated this 7 day of May, 1998.

APPENDIX A

Wages

July 1, 1997, to June 30, 1998 (2.5% increase)	
Starting	\$10.68
After 1 full school year*	\$11.56
5-10 full school years*	\$11.69
After 10 full school years*	\$11.79
Extra Trip Rate	\$10.57

July 1, 1998, to June 30, 1999 (1.5% increase)	
Starting	\$10.84
After 1 full school year*	\$11.73
5-10 full school years*	\$11.87
After 10 full school years*	\$11.97
Extra Trip Rate	\$10.73

July 1, 1999, to June 30, 2000 (2.0% increase)	
Starting	\$11.06
After 1 full school year*	\$11.96
5-10 full school years*	\$12.11
After 10 full school years*	\$12.21
Extra Trip Rate	\$10.94

*To qualify as a full school year, the employee must have driven the first day of the school year through the last day of the school year as a regular or part-time driver.

APPENDIX B

Insurance Benefits

Effective December 1, 1997 and continuing for the life of this Agreement, unless changed by mutual agreement between the Board and the Union, the following insurance program shall be provided without cost to all eligible drivers:

- Plan A: For all regular drivers as defined in Article 3
Health: Full Family as administered by ASR
LTD: MESSA Long Term Disability
66-2/3%, \$1,500 monthly maximum; 90-calendar-day modified fill; waivers on maternity and preexisting conditions; freeze on offsets; two-year limit on alcohol, drug, mental, nervous; no COLA
Life: ASR Negotiated Life, \$15,000 AD&D
- Plan B: For all part-time drivers as defined in Article 3
Health: Member Only as administered by ASR
Life: ASR Negotiated Life, \$15,000 AD&D
- Plan C: For all part-time and regular drivers not needing health
Cash Option: \$50 per month convertible to annuity via Section 125 salary reduction
Life: ASR Negotiated Life, \$15,000 AD&D

APPENDIX C

Grievance Report Form

Distribution of Form

Grievance # _____

- 1. Superintendent
- 2. Supervisor
- 3. Union
- 4. Grievant

Date Filed _____

Submit to Supervisor in Duplicate
(If additional space is needed, attach an additional sheet.)

Name of Grievant

Building & Assignment

LEVEL 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

4. Date of Meeting with Supervisor: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Disposition of Grievant and/or Union: _____

Signature

Date

LEVEL 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

LEVEL 3

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature

Date

APPENDIX D-1

Bidding Seniority List

General District Drivers

Jeri Roberson.....	08/24/66
Joy Smith.....	07/12/74
Eleanor Catalano.....	08/25/75
Judy Colpetzer.....	09/26/77
Jeanie Gescheidle.....	09/11/78
Cheryl Curran.....	09/01/81
Judy Mitchell.....	10/20/82
Donald Nichols.....	12/02/83
Carolyn Flanagan.....	05/14/84
Judy Curran.....	11/14/85
Marilyn Turnock.....	09/24/86
Patti Paskiet.....	02/05/87
William Clymer.....	03/25/87
LaDenna Burrows.....	09/02/87
Todd Curran.....	11/21/88
John Colegrove.....	01/23/89
Leona Wonacott.....	12/05/89
Debbie Blohm.....	01/31/90
Barb Treash.....	03/15/91
Kimberly Smothermon.....	12/13/92

Special Program Drivers

Carol Chamberlain.....	10/01/73
Sherry VanArsdall.....	08/19/74
Arley Dunkin.....	10/04/83
Thurman Hoover.....	05/14/84
Rhonda Shelby.....	11/21/84
Carla Hydorn.....	10/02/86
Mary Anseth.....	10/06/86
George Garner.....	10/07/86
Valerie Triplett.....	11/04/86
Bob Molica.....	01/04/87

Substitutes

Dale Arnold.....	11/22/76
Lester Stover.....	08/30/91
Deb Fester.....	09/06/91
Michele Maynard.....	02/29/92
Sandie Vore.....	02/01/94

APPENDIX D-2

Salary Anniversary Dates

General District Drivers

Jeri Roberson	08/24/66
Joy Smith.....	07/12/74
Eleanor Catalano.....	08/25/75
Judy Colpetzer	09/26/77
Jeanie Gescheidle.....	09/11/78
Cheryl Curran	09/01/81
Judy Mitchell.....	11/16/82
Carolyn Flanagan.....	10/14/84
Donald Nichols	11/09/84
Judy Curran.....	01/06/86
Marilyn Turnock.....	01/04/88
Barb Treash.....	03/23/87
Patti Paskiet	08/16/87
William Clymer	08/16/87
LaDenna Burrows.....	05/18/88
Todd Curran	11/30/90
John Colegrove	01/15/91
Leona Wonacott.....	12/19/91
Debbie Blohm.....	12/19/91
Kimberly Smothermon	12/13/92

Special Program Drivers

Carol Chamberlain	10/01/73
Sherry VanArsdall	04/01/76
Arley Dunkin	10/04/83
Thurman Hoover.....	05/14/84
Rhonda Shelby.....	11/21/84
Carla Hydorn	10/02/86
Mary Anseth	10/06/86
George Garner	10/07/86
Valerie Triplett.....	11/04/86
Bob Molica.....	01/05/87



